UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

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NORTHROCK MANAGEMENT LLC, f/k/a NORTHROCK MINERALS LLC,

Plaintiff/Counterclaim-Defendant,

24 **CIVIL** 3155 (JSR)

JOSEPH COHEN and SNOW JOE LLC,

Defendants/Counterclaim-Plaintiffs,

X

SNOW JOE LLC,

Third-Party Plaintiff,

V.

MOSHE WECHSLER,

Third-Party Defendant.

It is hereby **ORDERED**, **ADJUDGED AND DECREED**: That for the reasons stated in the Court's Amended Opinion and Order dated May 16, 2025, the Court grants summary judgment in favor of Northrock and against Snow Joe and Cohen on Counts I through IV in the amount of \$6,265,000 plus pre- and post-judgment interest. The principal amounts, interest rates, and the dates of accrual for the prejudgment interest amount are the following: The prejudgment interest for the Promissory Note is based on a principal amount of \$4,500,000.00, which began accruing at an 18% per annum rate on September 1, 2023 through the date of the judgment in the amount of \$1,389,205.48. the Promissory Note provides for the 18% interest rate; the prejudgment interest for the Payment Agreement is based on a principal amount of \$1,605,190.52, which began accruing at a 10% interest rate on November 21, 2022 through the

date of the judgment in the amount of \$400,198.18. The Payment Agreement provides for the 10% interest rate; And finally, the prejudgment interest for the rent reimbursement is based on a principal amount of \$37,125, which began accruing at 9% interest rate (New York default rate) on October 1, 2023 through the date of the judgment in the amount of \$5,455.85.

Correspondingly, defendants' counterclaims and third-party claims are dismissed in their entirety; accordingly, the case is closed.

Dated: New York, New York

May 19, 2025

TAMMI M. HELLWIG

Clerk of Court

RV: